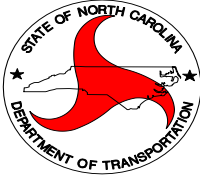


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 3

CONTRACT PROPOSAL NO. 1
SMALL BUSINESS ENTERPRISE

WBS ELEMENT: 3B.106711, 3B.206711, 3B.107111 & 3B.207111

ROUTE: Various Primary and Secondary Routes

COUNTY: Onslow and Pender

DESCRIPTION: Cutting and Removal of Vegetation Clippings and Debris at Designated Bridges, Culverts, Pipes and Guardrails in Onslow and Pender Counties.

BID OPENING: Tuesday, September 13, 2011 at 2:00 pm

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO: North Carolina Department of Transportation
Mr. Lloyd G. Royall, Jr, PLS
5501 Barbados Blvd.
Castle Hayne, NC 28429

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INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner.
DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number (or Social Security Number of Individual)
 - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION 3 ENGINEER'S OFFICE, 5501 BARBADOS BLVD., CASTLE HAYNE, NC 28429 BY 2:00 PM ON TUESDAY, SEPTEMBER 13, 2011.**
12. The sealed bid must display the following statement on the front of the sealed envelope:
QUOTATION FOR: CONTRACT PROPOSAL NO.1, WBS ELEMENT: 3B.106711, 3B.206711, 3B.107111 & 3B.207111: CUTTING AND REMOVAL OF VEGETATION CLIPPINGS AND DEBRIS AT DESIGNATED BRIDGES, CULVERTS, PIPES AND GUARDRAILS IN ONslow AND PENDER COUNTIES TO BE OPENED AT 2:00 PM ON TUESDAY, SEPTEMBER 13, 2011.
13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

NC DEPARTMENT OF TRANSPORTATION
MR. LLOYD G. ROYALL, JR, PLS
5501 BARBADOS BLVD.
CASTLE HAYNE, NC 28429

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (*excluding 102-2 and 102-11*) of the Standard Specifications for Roads and Structures 2006. The lowest responsible BIDDER will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

PROJECT STANDARD PROVISIONS

GENERAL

This contract is for: **The Cutting and Removal of Vegetation Clippings and Debris at Designated Bridges, Culverts, Pipes and Guardrails in Onslow and Pender Counties.**

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2006, the North Carolina Department of Transportation Roadway Standards Drawings, the North Carolina Department of Transportation 2011 Superpave Manual and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

MANDATORY PRE-BID CONFERENCE

In order to bid on this contract, all prospective bidders must attend the Pre-Bid Conference to be held on **Tuesday, August 23, 2011 at 10:00 AM at the NCDOT Division 3 Office Conference Room 5501 Barbados Blvd. Castle Hayne, North Carolina 28429**. This meeting will begin promptly at 10:00 AM. Prospective bidders arriving after the 10:00 AM starting time will not be allowed to bid. The Conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give all bidders an opportunity to ask any questions they may have. **Only bids received from the bidders who have attended and properly registered at the Pre-Bid Conference will be considered.**

Attendance at the Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered with the following information:

1. The individual writes his/her name on the official roster.
2. The individual writes in the name and address of the company he/she represents.
3. Only one company is shown as being represented by the individual attending.

SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that he has satisfied himself as to the nature of the work, and general and local conditions; particularly those bearing on transportation, availability of labor, State Regulations for safety and security of property, roads, and facilities required for the prosecution of the work, and all matters which can in any way affect the work, or cost thereof, under this contract.

Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work.

CONTRACT TIME AND LIQUIDATED DAMAGES

The contract shall have a quantity of two (2) cycles for each item. **The first of the two cycles shall have an availability date of October 31, 2011. The last of the two cycles shall have an availability date of June 4, 2012.** The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

The completion date for the first of the two cycles is February 13, 2012. The completion date for the last of the two cycles is August 27, 2012. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications.

Liquidated damages for this contract are **Three Hundred Fifty Dollars (\$350.00) per calendar day.**

HOLIDAY AND HOLIDAY WEEKEND WORK RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of 6:00 a.m. December 31st and 6:00 a.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 6:00 a.m. the following Tuesday.
3. For **Easter**, between the hours of 6:00 a.m. Thursday and 6:00 a.m. Monday.
4. For **Memorial Day**, between the hours of 6:00 a.m. Friday and 6:00 a.m. Tuesday.
5. For **Independence Day**, between the hours of 6:00 a.m. the day before Independence Day and 6:00 a.m. the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of 6:00 a.m. the Thursday before Independence Day and 6:00 a.m. the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of 6:00 a.m. Friday and 6:00 a.m. Tuesday.
7. For **Thanksgiving Day**, between the hours of 6:00 a.m. Tuesday and 6:00 a.m. Monday.

8. For **Christmas**, between the hours of 6:00 a.m. the Friday before the week of Christmas Day and 6:00 a.m. the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

The liquidated damages are **Five Hundred Dollars (\$500.00)** per hour.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division Three, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer will decide all questions, which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions, which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

AVAILABILITY OF FUNDS - CONTRACT TERMINATION

Payments on this contract are subject to availability of funds as allocated by the General Assembly. If the General Assembly fails to allocate adequate funds, the Department reserves the right to terminate this contract.

In the event of termination, the Contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the Contractor shall be paid for the work already performed in accordance with the contract specifications.

BANKRUPTCY

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

SMALL BUSINESS ENTERPRISE PROGRAM

DDC_SBE

(2-15-2011)

Bids are being solicited for this project under the provisions of the NCDOT's Small Business Enterprise Program.

Your firm does not have to be formally identified as a minority, woman or disabled business to qualify for this Program, but you must have had an annual gross income of \$1.5 million or less, exclusive of materials, for the previous calendar year.

The maximum contract limit is set at \$500,000. If the total bid amount of the contract exceeds this amount, the bid will not be considered for award.

Under the provisions of this Program, a NC General Contractor's License **is not required** nor are Contract Payment and Contract Performance Bonds required. Bidders shall comply with all other applicable laws, including but not limited to, those regulating the practices of electrical, plumbing, heating and air conditioning and refrigeration contracting as contained in Chapter 87 of the General Statutes of North Carolina.

Prospective bidders who qualify for the SBE Program and are not currently certified are requested to apply for certification immediately. Additional information and forms on the program may be obtained online at: <http://www.ncdot.org/business/ocs/sbe/>

Do not submit the forms with the Bid Documents.

Send completed forms to:

**Contractual Services Unit
ATTN: SBE
1509 Mail Service Center
Raleigh, NC 27699-1509**

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

CONTRACTOR CLAIM SUBMITTAL FORM

(9-16-08)

SP1G140

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/.

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

ENGINEERING CONTROL

Engineering control and inspection will be by the North Carolina Department of Transportation. The Contractor will cut test samples as directed by the Engineer. The North Carolina Department of Transportation will set all necessary grades for pipe, ditches, or masonry drainage structures. All other field engineering will be the responsibility of the Contractor and considered as incidental to the project bid.

EROSION, SILTATION, AND POLLUTION CONTROL

The Contractor shall exercise every reasonable precaution and take all necessary measures throughout the life of the project to prevent erosion, siltation, and pollution in accordance with Section 107-13 of the Standard Specifications.

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications, or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time.

If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

(12-19-06) (Rev 3-16-10)

SP1 G151

Revise the *2006 Standard Specifications* as follows:

Page 1-60, 107-2 Assignment of Claims Void, replace the reference from *G.S. 143-3.3* to *G.S. 143B-426.40A*.

Page 1-69, 107-18 Contractor's Responsibility for Work, in the first paragraph, last sentence, replace the word *legally* with the word *contractually*.

LIABILITY INSURANCE

(11-18-08)

SP1 G80

Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

The successful bidder, within fourteen (14) days after notice of award, shall provide the Department with proof of insurance.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.

Delivery tickets for all asphalt material shall be furnished in accordance with Section 106-7 of the Standard Specifications and shall include the following information:

1. NCDOT WBS Element
2. Date
3. Time issued
4. Type of Material
5. Gross weight
6. Tare Weight
7. Net weight of material
8. Plant Location
9. Truck Number
10. Contractor's name
11. Public weighmaster's stamp or number
12. Public weighmaster's signature or initials in ink
13. Job mix formula number

MINIMUM WAGES

(7-21-09)

Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

STATE: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

ON-THE-JOB TRAINING:

(10-16-07) (Rev 7-21-09)

Z-10

Description

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Assigning Training Goals

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year. A sample agreement is available at www.ncdot.org/business/ocs/ojt/.

PAYMENT AND RETAINAGE

(8-06-2009)

P&R_DDC

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the Standard Specifications. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

All requests for payment shall be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor.

All invoices must be accompanied with the DBE-IS form even if no Subcontractors payments were made. Payment request shall not be processed without said form filled out and attached.

If the request for payment is made by Contractor's Invoice, the Invoice shall be submitted in triplicate to:

**NCDOT Division 3 Office
Attention: Amanda T. Glynn, P.E.
Division Bridge Program Manager
5501 Barbados Blvd.
Castle Hayne, NC 28429**

Disadvantaged Business Enterprise (DBE) participation shall be listed in the appropriate spaces on all requests for payment. If there is no participation the word "None" or the figure "0" shall be entered.

POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes on this project.

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

SAFETY VESTS

6-19-01R (rev. 1-10-11)

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel shall wear a reflective vest or outer garment conforming to the requirements of MUTCD at all times while on the project. Safety vest shall meet ANSI Class II standard.

SP1G139

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers.

Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the Standard Specifications.

No direct payment shall be made for traffic control and work zone safety items, as they shall be considered incidental to other contract items.

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

WORKERS' COMPENSATION INSURANCE

Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are, prior to beginning services, required to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors stating that it has complied with N.C.G.S. § 97-93 irrespective of whether subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and subcontractors shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the subcontractor.

ERRATA

(7-21-09)

Z-4

Revise the *Standard Specifications for Roads and Structures July 2006* on all projects as follows:

Division 1

Page 1-1, replace AREA - American Railway Engineering Association with ***American Railway Engineering and Maintenance of Way Association***.

Page 1-7, remove –L- in middle of page after INVITATION TO BID and before LABORATORY.

Page 1-25, 102-16(R), move 2nd paragraph to left margin. It is not a part of this subarticle, but part of the entire article.

Division 2

Page 2-9, Subarticle 225-1(C), 1st paragraph, 2nd line, last word, add a “d” to make the word grade become ***graded***.

Page 2-15, Subarticle 226-3, 5th paragraph, first line, replace the word *in* with the word *is*.

Page 2-23, Subarticle 235-4(B)(9), at the end of the sentence, replace finished greater with finished **grade**.

Page 2-28, Article 260-3, First paragraph, second line, remove the word *foot*.

Division 3

Page 3-13, Article 340-4, Second paragraph, change Flowable Backfill to Flowable **Fill**

Division 4

Page 4-29, Article 420-13(A) Description, change reference from Section 1082 to **Article 1081-6**.

Page 4-40 Subarticle 420-17(F) first line, change Subarticle 420-17(B) to **(B) herein**.

Page 4-70, Article 442-13(B) Second sentence, change SSPC Guide 6I to SSPC Guide **6**.

Pages 4-72, 4-74, 4-76, at the top of the page, substitute the heading Section 452 with Section **450**.

Page 4-79, at the top of the page, substitute the heading Section 450 with Section **452**

Page 4-80, change 452-7 to 452-**6** at the top of the page.

Page 4-80, change Pay Item ____Steel Pile Retaining Walls, to **Sheet** Pile Retaining Walls.

Page 4-88, 462-4, Title, Replace last word Measurement with the word **PAYMENT**

Division 5

Page 5-8, Article 501-15 Measurement and Payment, delete the 4th paragraph that begins The quantity of lime, measured as provided ...

Page 5-14, Article 520-11 Measurement and Payment, first paragraph, second line, delete *will be*.

Division 6

Page 6-3, Article 600-9, 2nd Paragraph on this page, replace 818-5 with 818-**4**.

Pages 6-30 and 31, Subarticle 610-3(A)(13) Move 2 paragraphs from the margin to the right under the number (13).

Page 6-43, Article 610-8, 4th paragraph, remove the first **the**

Page 6-44, 2nd full paragraph, 1st sentence, delete the first **and** and add **transverse** just before cross-slope control.

Page 6-51, at the top of the page, add **610-14** on the same line, and just before the heading MAINTENANCE.

Page 6-53, Article 620-4 sixth paragraph, second line; the word that should be **which**.

Page 6-66, title, Replace EXISTNG with **EXISTING**

Page 6-66, Article 657-1, Description, first sentence, replace PS/AR (hot-poured rubber asphalt with **hot applied joint sealer**.

Page 6-66, Article 657-2, replace PS/AR (Hot-Poured Rubber Asphalt with the following:

Item	Section
Hot Applied Joint Sealer	1028-2

Page 6-67, at the top of the page, substitute the heading Section 654 with Section **657**.

Page 6-67, Article 657-3 Construction Methods, 2nd paragraph, replace PS/AR sealant with **hot applied joint sealer**.

Page 6-71, 660-9(B)(1), Replace the first sentence of the first paragraph with the following:

Using the quantities shown in Table 660-1, apply asphalt material to the existing surface followed by an application of No. 78 M or lightweight aggregate.

Page 6-89; Add a period at the end of the last sentence at the bottom of the page.

Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to **50°F**; third paragraph, fourth sentence change 325oF to **325°F**.

Division 7

Page 7-12, at the top of the page, substitute the heading Section 710 with Section **700**.
Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to 710-**10**(B).

Division 8

Page 8-13, Article 808-3, 4th Paragraph, third line, replace Eexcavation with **Excavation**
Page 8-35, Article 848-2, Item: Replace Cncrete with **Concrete**

Division 9

Page 9-2, add **901-3** just before CONSTRUCTION METHODS

Division 10

Page 10-12, near bottom of page add **(C)** before Proportioning and Mixing of Modified Compositions, which should be bold type.
Page 10-28, at the top of the page, substitute Section 100**6** for 1005.
Page 10-54, Subarticle 1018-2A), First line, substitute **(B)** for II, third line, substitute **(B)(2)** for II-b.
Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section **1020**.
Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to **23**.
Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word **cycles**.

Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
45 lb	75 lb	--	--	75 lb

Page 10-116, Subarticle 1070-10, first paragraph, second sentence, add **or** just before cold-forged sleeve.
Pages 10-136 through 10-147, at the top of the page, substitute Section 1074 with Section **1072**.
Page 10-157, Article 1077-11, first paragraph, change the reference from Subarticle 420-18(B) to Subarticle 420-**17**(B).
Page 10-200, Subarticle 1080-14(B), change reference to ASTM D33**59**
Page 10-211, at the top of the page, substitute Section 1081 with Section **1082**.
Page 10-229, add **1088-6 BLANK** on the line above 1088-7 TUBULAR MARKERS.
Page 10-244, add **1089-10 BLANK** and **1089-11 BLANK** on the lines just above 1089-12 FLAGGER.
Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.

Division 12

Page 12-21 Add **1266-2** just before the heading MATERIALS.

Division 14

Page 14-33, Article 1413-6, first paragraph, first sentence, first line, replace made with **paid for**.

Division 15

- ❑ Page 15-2 add **1500-4** just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.
- ❑ Page 15-4, Subarticle 1505-3(A)(2), replace the 2nd line with the following: ***Provide shielding or shoring as required under Section 150 or as required elsewhere in the contract.***
- ❑ Page 15-5, add **1505-6** on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)
- ❑ Page 15-6, Article 1505-6(3), delete *in Section 1175* and replace it with *elsewhere in the contract*.
- ❑ Page 15-8, add **1510-4** on the same line and just before the heading MEASUREMENT AND PAYMENT.
- ❑ Page 15-10, substitute **BLANK** for CONSTRUCTION REQUIREMENTS on the same line and just before 1515-4.
- ❑ Page 15-10, substitute **CONSTRUCTION REQUIREMENTS** for General Requirements
- ❑ Page 15-10, Article 1515-4, add **(D)** just before the bolded Fire Hydrants.
- ❑ Page 15-13, Article 1520-3, 8th paragraph, add ***pipe*** after diameter.
- ❑ Page 15-22, add **1540-3** on the same line and just before the heading CONSTRUCTION REQUIREMENTS.
- ❑ Page 15-28, Replace 1550-6 METHOD OF MEASUREMENT with ***MEASUREMENT AND PAYMENT***.

Division 16

- ❑ Page 16-12, Subarticle 1632-1(C) ¼ Inch hardware cloth, change the minimum width from 24 inches to 48 inches.

END

PROJECT SPECIAL PROVISIONS

NOTES TO CONTRACTOR

The Contractors attention is directed to the following:

The Contractor shall not close more than one lane of traffic without prior approval of the engineer. Portable “Road Construction Ahead” signs may be used in lieu of post mounted signs, as directed by the engineer.

The Contractor is required to install a SHOULDER WORK AHEAD sign at both ends of the work site on two-lane and undivided multi-lane roads.

The Contractor is required to install a SHOULDER WORK AHEAD sign on both shoulders at both ends of the work site on divided multi-lane roads.

Shadow and work vehicles shall display high-intensity rotating, flashing, oscillating, or strobe lights.

VICINITY MAPS

Vicinity Maps for Onslow and Pender Counties may be viewed on the website at http://www.ncdot.org/doh/operations/dp_chief_eng/maintenance/bridge/. Please note that the maps on the website may not contain all of the information relevant to this contract.

SPECIAL PROVISIONS

The contractor shall perform ‘Cutting and Removal of Vegetation’ such that the contractor shall cut all vegetation, accessible by foot, up to three inches (3”) in diameter as measured six inches from the ground. The Contractor shall cut undesirable weeds, vines, shrubs, and any other herbaceous and woody growth. The remaining cut vegetation shall be a maximum height of three (3) inches for grass and weedy vegetation and a maximum height of one (1) inch for woody vegetation. For any cut woody vegetation, the Contractor shall both remove the cut woody vegetation from the right of way and properly dispose of it or the contractor shall chip all heavy brush/tree branches and spread the shavings at the project site by the end of each week.

The normal area for ‘Cutting and Removal of Vegetation Clippings and Debris’ around each PRIMARY bridge, culvert and pipe site will be measured as forty-five feet (45’) from the outer limits of the structure or to the bottom of the slope, whichever is greater. The normal area also includes the area between dual bridges and underneath all bridges (see DETAIL NO.1). The normal area also includes any slope areas associated with the bridge that do not receive routine shoulder mowing, including, but not limited to Grading for False Cut at Grade Separations (see Standard Drawing 225.07).

The normal area for 'Cutting and Removal of Vegetation Clippings and Debris' around each SECONDARY bridge, culvert and pipe site will be measured as thirty-five feet (35') from the outer limits of the structure or to the bottom of the slope whichever is greater. The normal area also includes underneath all bridges (see DETAIL NO.2). The normal area also includes any slope areas associated with the bridge that do not receive routine shoulder mowing, including, but not limited to Grading for False Cut at Grade Separations (see Standard Drawing 225.07).

The normal area at all sites shall be reduced if it exceeds the state maintained ROW (i.e. existing line of secondary growth). **The contractor shall not surpass the state maintained ROW limits.**

The normal area for 'Cutting and Removal of Vegetation' at guardrail and cable rail will be measured as five feet (5') in all directions from all parts of the guardrail and cable guiderail. This shall include any guardrail attached or under the above noted structures to the end of such guardrail. Payment for guardrail will be incidental to payment for the structure on which the guardrail is attached or adjacent.

The contractor will notify the Bridge Maintenance Technician, Mr. Bradley Haste, @ (910) 259-0268, daily of his intended schedule of work. This will allow the technician to schedule his inspections accordingly.

The Contractor shall provide a minimum of four fully operated straight shaft string trimmers or comparable equipment and a service vehicle to complete the project. The Contractor may cut the vegetation by mowing, cutting, weed eating, or other approved methods that are comparable to a minimum of four fully operated straight shaft trimmers.

The Contractor shall be responsible for all cost or charges incurred in the operation and maintenance of the equipment during the term of the contract including, but not limited to; fuel, oil, equipment repairs, etc.

The Contractor shall be responsible for the equipment provided in this contract at all times and at all locations during the term of the contract. The Contractor shall have no claim against the Department of Transportation for any expense involving damage or loss to the contractor's equipment (including vandalism, theft, fire and acts of God, etc.) arising out of, or relating to, work performed under this agreement.

The 'landscaped area' (as determined by the engineer) within the limits noted above will be omitted from the contract.

CONTRACT TIME AND RENEWAL

The contract shall have a quantity of two (2) cycles for each item. The first of the two cycles shall have an availability date of October 31, 2011 and a completion date of February 13, 2012. The last of the two cycles shall have an availability date of June 4, 2012 and a completion date of August 27, 2012. Upon mutual consent of the Department and the Contractor, this agreement may be renewed for two (2) additional periods of one (1) year each. **For each renewal period, the Contractor will receive a three (3) percent increase per line item.**

No changes in the terms, conditions, etc. of this contract will be made when a renewal to the contract is implemented except as noted herein.

CONTRACT AVAILABILITY INFORMATION

The contract shall have a quantity of two (2) cycles for each item. The first of the two cycles shall have an availability date of October 31, 2011 and a completion date of February 13, 2012. The last of the two cycles shall have an availability date of June 4, 2012 and a completion date of August 27, 2012.

If the contract is renewed for the second year:

The contract shall have a quantity of two (2) cycles for each item. The first of the two cycles shall have an availability date of November 5, 2012 and a completion date of February 18, 2013. The last of the two cycles shall have an availability date of June 3, 2013 and a completion date of August 25, 2013.

If the contract is renewed for the third year:

The contract shall have a quantity of two (2) cycles for each item. The first of the two cycles shall have an availability date of November 4, 2013 and a completion date of February 17, 2014. The last of the two cycles shall have an availability date of June 2, 2014 and a completion date of August 25, 2014.

COOPERATION WITH STATE FORCES AND OTHER CONTRACTORS

The Contractor must cooperate with State forces and other contractors working within the limits of this project as directed by the Engineer.

DAMAGE TO EXISTING PAVEMENT, BASE, SUBGRADE, AND PROPOSED PAVEMENT

In addition to the requirements of the Standard Specifications concerning this subject, the Contractor is cautioned that he will be held responsible for all damages to the pavement, base, and subgrade caused by his operations, including but not limited to, rutting and shoving of the existing or proposed pavement and yielding or rutting of the existing base and subgrade. The Contractor is cautioned to limit the weight of his equipment and the frequency of hauls so as to not damage the existing pavement, base, subgrade and the proposed pavement. Any subgrade or base failures which the Contractor finds prior to the beginning of his operations or during the conditioning of the existing base are to be brought to the attention of the Engineer in writing. Repairs to those areas will be made by DOT forces. Once these deficient areas have been repaired, the requirements of this Special Provision will fully apply.

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor which ties into a NCDOT system road being paved by the Contractor must be paved either prior to the road paving project or after its completion.

LITTER PICK-UP

Litter pick-up shall be performed on all areas. Litter pick-up will be considered incidental to the cutting and removal of vegetation clippings and debris. No additional compensation will be made for litter pick-up.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer two weeks in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

PLAN, DETAIL, AND QUANTITY ADJUSTMENTS

The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project.

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03)

Z-04a

Within quarantined area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a quarantined county

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

SUBSURFACE INFORMATION

(7-1-95)

SP1 G112

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

MAINTENANCE OF PROJECT

The Contractor shall be responsible for maintaining the project as directed by Section 104-10 in the Standard Specifications.

MOBILIZATION

In Article 800-2 of the Standard Specifications, "Measurement and Payment", is deleted; therefore; payment for Mobilization will be considered incidental to the various bid items.

PRECONSTRUCTION CONFERENCE

In accordance with Section 108-3 of the Standard Specifications, a preconstruction conference will be required prior to beginning work.

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications.

Work shall only be performed when weather and visibility conditions allow safe operations.

The Contractor shall temporarily remove his equipment from the travelway for emergency vehicles and school buses as directed by the Engineer.

WORK ZONE TRAFFIC CONTROL

(8-16-11)

SP11 R20

Revise the 2006 Standard Specifications as follows:

Page 11-3, Article 1101-12 Traffic Control Supervision, in addition to the stated requirements, add the following:

Provide the service of at least one qualified Work Zone Supervisor. The Work Zone Supervisor shall have the overall responsibility for the proper implementation of the traffic management plan, as well as ensuring all employees working inside the NCDOT Right of Way have received the proper training appropriate to the job decisions each individual is required to make.

The work zone supervisor is not required to be on site at all times but must be available to address concerns of the Engineer. The name and contact information of the work zone supervisor shall be provided to the Engineer prior to or at the preconstruction conference.

Qualification of Work Zone Supervisors shall be done by an NCDOT approved training agency or other approved training provider. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

Page 11-13, Article 1150-3 Construction Methods, replace the article with the following:

Provide the service of properly equipped and qualified flaggers (see *Roadway Standard Drawings* No. 1150.01) at locations and times for such period as necessary for the control and protection of vehicular and pedestrian traffic. Anyone who controls traffic is required to be qualified. Qualification consists of each flagger receiving proper training in the set-up and techniques of safely and competently performing a flagging operation. Qualification of flaggers is to be done at an NCDOT approved training agency.

For a complete listing of these, see the Work Zone Traffic Control's webpage:
<http://www.ncdot.gov/doh/preconstruct/wztc/>.

Prior to beginning work on the project, a Qualification Statement that all flaggers used on the project have been properly trained through an NCDOT approved training resource shall be provided to the Engineer.

Flagging operations are not allowed for the convenience of the Contractor's operations. However, if safety issues exist (i.e. sight or stopping sight distance), the Engineer may approve the use of flagging operations. Use flagging methods that comply with the guidelines in the MUTCD.

TRAFFIC CONTROL

(10-21-08)

RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *Standard Specifications* and the following provisions:

Use a lane closure (refer to the *Roadway Standard Drawings* Nos. 1101.02, 1101.11, 1110.02, 1130.01 and details for the Advance Work Zone signing in contract) or a slow-moving operation as shown in details of this contract. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel.

If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to Attached Details and the *Roadway Standard Drawings* Nos. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and 1180.01 when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 3 miles in length at any given time unless otherwise directed by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *Standard Specifications* and the Engineer.

When personnel and equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail.

When personnel and equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, *Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

Do not exceed a difference of 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches. Install advance warning UNEVEN LANES signs (W8-11 at 48" X 48") 500 feet in advance and a minimum of once every half mile throughout the uneven area.

Backfill at a 6:1 slope up to the edge and elevation of existing pavement in areas adjacent to an open travel lane that has an edge of pavement drop-off as follows:

- (A) Drop-off that exceeds 2 inches on roadways with posted speed limits of 45 mph or greater.
- (B) Drop-off that exceeds 3 inches on roadways with posted speed limit less than 45 mph.

Backfill the unacceptable drop-off with suitable compacted material, as approved by the Engineer, at no expense to the Department. This work is not considered part of shoulder reconstruction.

When utilizing a slow-moving operation for such items as pavement marking placement, pavement marker installation and pesticide spraying, the slow moving operation caravan shall consist, as a minimum, of the vehicles and devices shown on the Moving Operation Caravan Detail(s) herein. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

Submit a written sequence of operation for all maps to the Engineer at the first pre-construction meeting for approval by the Engineer. Approved sequence cannot be altered without written permission of the Engineer.

Notify the Engineer 48 hours before milling or resurfacing will interfere with the existing Signal Loops. Loops may need to be placed in milled surface before resurfacing occurs. Coordinate all signal loop operations with the Engineer.

Notify the Engineer 15 consecutive calendar days before resurfacing a bridge or its approaches. Patch and make repairs to bridge surface and its approaches before resurfacing occurs. Coordinate all operations on the bridge and its approaches with the Engineer.

Notify the Engineer 48 hours before resurfacing the areas of existing pavement that require patching. Patch these areas before resurfacing occurs. Allow full depth asphalt patching to cool to the point of supporting traffic without displacement or rutting before reopening closed lane. Coordinate the resurfacing operations of the patched areas with the Engineer.

During a resurfacing only operation, bring all newly resurfaced lanes to the same elevation within 72 hours.

For partial or wheel track milling operations on two-way, two-lane facilities, mill and pave back by the end of each work day. For partial or wheel track milling operations on multi-lane facilities, the lane being milled may be left closed and paved back within 72 hours.

The following options are acceptable during Resurfacing and milling operations on two-way, two-lane facilities when the entire roadway or entire lane is to be milled:

- (A) Mill a single lane and pave back by the end of each work day.
- (B) Mill the entire width of roadway and pave back within 72 hours.

The following options are available during Resurfacing and milling operations on multi-lane facilities when all lanes or a single lane in one direction are to be milled:

- (A) Mill the entire width of pavement for all lanes to be milled in any direction daily and pave back within 72 hours.
- (B) Mill a single lane and pave back by the end of each work day.
- (C) Mill a single lane, leave a lane closure in and pave back within 72 hours.

When resurfacing facilities with ramps, resurface the ramp and gore area of the ramp as directed by the Engineer. A transverse joint shall be placed on the ramp at the terminal point of the gore. Newly resurfaced lanes on the main roadway and the ramp shall be at the same elevation where traffic merges.

Slope the pavement at the beginning and ending of the daily milling operation as directed by the Engineer. Sweep and remove all milled material from the roadway as soon as the daily milling operation is completed. Continue milling operations until the particular section of roadway being milled is complete. Remove any existing pavement adjacent to the milled area that has been damaged, and replace with patch material as directed by the Engineer.

Maintain vehicular access in accordance with Section 1101-13 of the *Standard Specifications* using suitable backfill material approved by the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

Review and record the existing pavement markings and markers prior to resurfacing. Use the record of existing pavement markings and markers in conjunction with the *Roadway Standard Drawings* to re-establish the proposed pavement markings and markers unless otherwise directed by the Engineer.

Provide appropriate lighting in accordance with Section 1413 of the *Standard Specifications*.

Remove existing pavement markers in preparation for paving. Repair any pavement damage due to existing pavement marker removal prior to the end of the work day.

Dispose of existing pavement markers as directed by the Engineer. No direct payment will be made for this work, as it will be incidental to the paving operation.

Payment will be made for the traffic control items that have been included in the contract. No direct payment will be made for providing other traffic control as required herein, as the cost of same will be considered incidental to the work being paid for under those various traffic control items that have been included. Where the Contractor maintains traffic as required herein but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the contract.

SUMMARY OF QUANTITIES

ON SLOW COUNTY STRUCTURES

PRIMARY					SECONDARY				
#	ROUTE		#	ROUTE	#	ROUTE		#	ROUTE
5	NC24EBL		267	BEACH RD.	P1	SR1403		126	SR1428
7	NC24WBL		268	US17 BYP	P2	SR1411		P131	SR1119
12	US17SBL		269	US17SBL	4	SR1327		134	SR1331
C14	US258&NC24		270	US17SBL	6	SR1427		142	SR1534
17	NC172		271	US17SBL	8	SR1330		143	SR1534
18	NC53		275	US17SBL	9	SR1332		144	SR1310
19	NC210		276	US17NBL	10	SR1333		P146	SR1213
G20	HOLCOMB BLVD.		277	US17SBL	11	SR1434		P149	SR1200
C22	NC24		278	US17NBL	13	SR1434		P150	SR1201
C23	US258		279	US17SBL	P15	SR1428		P156	SR1444
24	US17B&NC24B		280	US17NBL	P36	SR1308		P157	SR1444
26	NC50		C281	US17	P38	SR1308		181	SR1518
28	NC210				39	SR1314		182	SR1518
29	US17				40	SR1308		P187	SR1220
30	NC24				P41	SR1308		P188	SR1220
31	NC50				P42	SR1311		191	SR1402
33	US17NBL				P43	SR1307		193	SR1331
C34	US17SBL				44	SR1302		209	SR1316
37	US17NBL				P45	SR1213		P213	SR1104
46	US17SBL				49	SR1225		223	SR1336
47	US17				50	SR1003		P225	SR1324
48	US17				P51	SR2009		226	SR1557
C59	NC24				P52	SR2009		230	SR1568
C60	NC50				P53	SR1230		231	SR1568
61	NC111				54	SR1231		232	SR1568
C229	US258&NC24				55	SR1213		233	SR1568
249	US17NBL				P56	SR1213		234	SR1568
250	US17NBL				P57	SR1203		235	SR1568
251	US17				58	SR1204		236	SR1568
252	US17NBL				62	SR1209		237	SR1568
253	US17				P64	SR1201		P239	SR1203
254	US17SBL				P66	SR1105		240	SR1568
255	US17NBL				71	SR1109		241	SR1568
256	US17SBL				72	SR1105		P248	SR1245
257	US17NBL				77	SR1509		P274	SR1235
258	MONTFORD POINT RD.				P78	SR1213		C283	SR1744
259	US17 BYP.CONN.SBL				P85	SR1219			
260	US17NBL				87	SR1331			
262	NC24WBL				90	SR1331			
263	NC24EBL				P105	SR1301			
C264	US17 BYP. RAMP				118	SR1406			
265	US17				119	SR1406			
266	US17 BYP.N				P123	SR1324			

SUMMARY OF QUANTITIES

PENDER COUNTY STRUCTURES

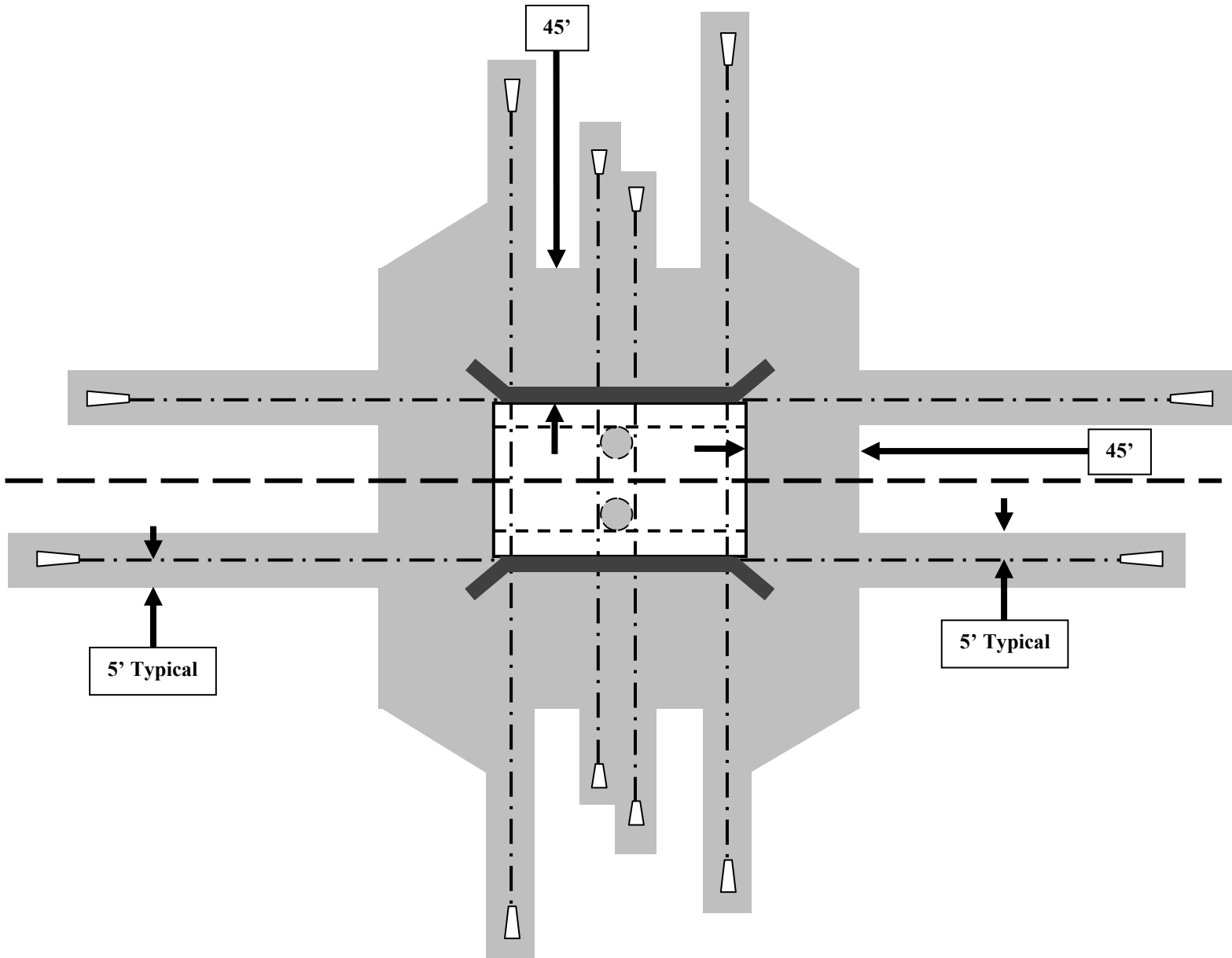
PRIMARY				SECONDARY			
#	ROUTE		#	ROUTE		#	ROUTE
8	NC11&NC53		P242	US421		P1	SR1345
P10	NC11&NC53		C247	US117		P2	SR1345
12	US117		C248	US117		P3	SR1345
13	NC210		C249	NC11		P4	SR1336
14	NC133					5	SR1216
15	NC11					6	SR1332
16	NC50&NC210					7	SR1340
18	NC210					9	SR1120
19	US117					17	SR1103
22	NC50					20	SR1104
C23	NC210					32	SR1128
C24	NC210					33	SR1125
25	NC210					P36	SR1100
26	NC53					P40	SR1128
P27	NC50					P42	SR1128
28	NC210					43	SR1128
29	NC53					45	SR1207
C30	NC53					46	SR1209
31	NC210					47	SR1206
34	NC53					48	SR1207
37	NC53					P49	SR1209
38	NC210					52	SR1217
39	NC53					P55	SR1209
41	NC210					P57	SR1336
44	NC210					P60	SR1300
217	SR1509					63	SR1305
218	SR1315					P65	SR1307
219	US117					66	SR1307
220	SR1411					68	SR1306
222	NC210					P69	SR1308
223	SR1318					70	SR1309
224	NC53					73	SR1318
C225	I40					77	SR1409
C226	NC11&NC53					79	SR1336
227	US117					81	SR1216
C228	US117					P83	SR1119
229	SR1412					87	SR1407
P230	NC53					90	SR1411
P231	US117BUS					91	SR1411
233	SR1501					C92	SR1509
234	I40 WBL					96	SR1520
235	I40 EBL					C114	SR1561
C241	NC210					115	SR1523

VEGETATION REMOVAL LIMITS

PRIMARY

Bridges, Culverts, Pipes and Guardrail sites (not to scale)

DETAIL NO.1

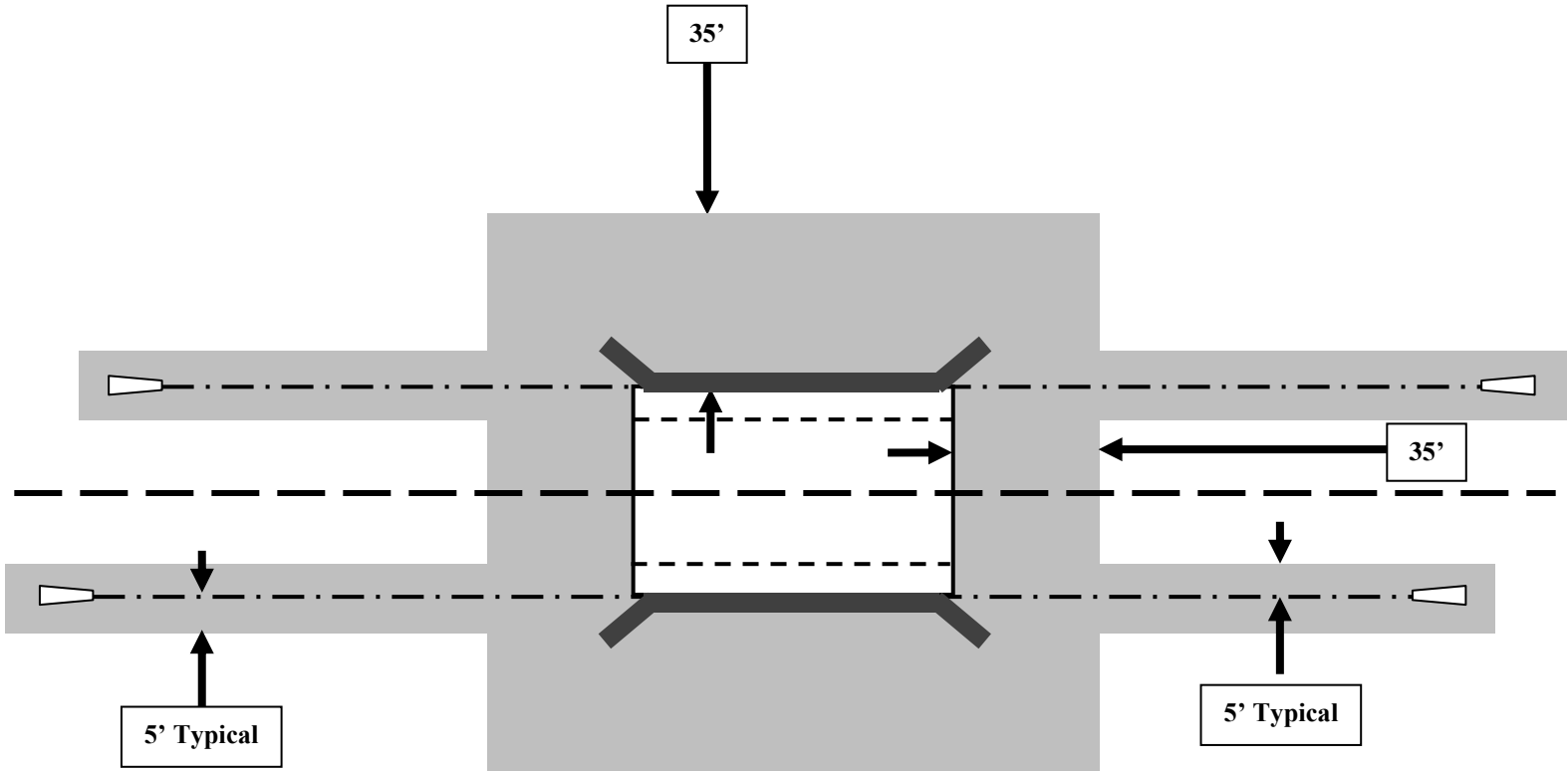


TYPICAL AREA WHERE VEGETATION IS TO BE REMOVED.
(INCLUDES UNDERSIDE OF BRIDGES AND GUARDRAILS)

VEGETATION REMOVAL LIMITS SECONDARY

Bridges, Culverts, Pipes and Guardrail sites (not to scale)

DETAIL NO.2



ESTIMATED LINEAR FEET OF GUARDRAIL

<u>PRIMARY</u>	Onslow & Pender Counties	69,000 LF
<u>SECONDARY</u>	Onslow & Pender Counties	<u>15,100 LF</u>
TOTAL		84,100 LF

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN
CERTIFICATION**

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of *Status* under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as prequalified

Attest _____

Secretary/Assistant Secretary
Select appropriate title

By _____

President/Vice President/Assistant Vice President
Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____, 20_____

Signature of Notary Public

Of _____ County

State of _____

My Commission Expires _____

NOTARY SEAL

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of *Status* under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Manager

Witness's Signature

Individually

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

NOTARY SEAL

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of *Status* under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturers and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)	<hr/>	Name of Joint Venture
(2)	<hr/>	Name of Contractor
	<hr/>	Address as prequalified
	<hr/> Signature of Witness or Attest	By <hr/> Signature of Contractor
	<hr/> Print or type Signer's name	<hr/> Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and
(3)	<hr/>	Name of Contractor
	<hr/>	Address as prequalified
	<hr/> Signature of Witness or Attest	By <hr/> Signature of Contractor
	<hr/> Print or type Signer's name	<hr/> Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and
(4)	<hr/>	Name of Contractor (for 3 Joint Venture only)
	<hr/>	Address as prequalified
	<hr/> Signature of Witness or Attest	By <hr/> Signature of Contractor
	<hr/> Print or type Signer's name	<hr/> Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this
____ day of _____ 20____

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this
____ day of _____ 20____

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this
____ day of _____ 20____

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of Status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

NOTARY SEAL

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of *Status* under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of Status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

<hr/>	
Full Name of Partnership	
<hr/>	
Address as Prequalified	
<hr/>	
<hr/>	By <hr/>
Signature of Witness	Signature of Partner
<hr/>	
Print or type Signer's name	Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
day of _____ 20_____.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires:_____

NOTARY SEAL

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

North Carolina Department of Transportation

Small Business Enterprise

BID FORM

WBS Elements: 3B.106711, 3B.206711, 3B.107111 & 3B.207111

Project Description: Cutting and Removal of Vegetation Clippings and Debris at Designated Bridges, Culverts, Pipes and Guardrails in Onslow and Pender Counties.

ITEM	DESC NO.	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
10	6132000000-N	SP	Vegetation Removal: Onslow County Primary Bridges, Culverts, Pipes & Guardrails.	55	EA.		
20	6132000000-N	SP	Vegetation Removal: Onslow County Secondary Bridges, Culverts, Pipes & Guardrails.	79	EA.		
30	6132000000-N	SP	Vegetation Removal: Pender County Primary Bridges, Culverts, Pipes & Guardrails.	47	EA.		
40	6132000000-N	SP	Vegetation Removal: Pender County Secondary Bridges, Culverts, Pipes & Guardrails.	76	EA.		
TOTAL BID FOR PROJECT : _____							

CONTRACTOR_____

ADDRESS_____

Federal Identification Number_____

Contractors License Number_____

Authorized Agent_____ Title_____

Signature_____ Date_____

Witness_____ Title_____

Signature_____ Date_____

CORPORATE
SEAL

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2006.

Reviewed by_____

Date _____

Accepted by NCDOT_____

Date _____